# VIRGINIA EMPLOYMENT COMMISSION

MEMO	RAND	UM TO:					DATE	5/19/2008			
Fi	orida	_X_	North Carolina	a <u>X</u>	Kentucky	<u>x</u>	Pennsylvania_X_				
Тє	exas	_X_	South Carolina	a <u>X</u>	West Va.	<u>x</u>	Maryland X				
G	eorgia	X	Puerto Rico	X_	Delaware	<u>X</u>	Other Alabama				
FROM		Virginia E P. O. Bo:	rvices Manager Employment Cor x 1358 d, Virginia 2321								
SUBJE	CT:	Request	for Extension of	Clearance	Order No.	10279	96	***************************************			
Extens	ion is r	equested	for the 1	cop(ies)	) of the order w	hich is	/are attached,				
dated 5/19/2008 for 5 , Farmworker, Fruit II 403-687-010 (Occupational Title and Code)											
to be s∈	ent to tl	ne offices	of your choice.								
COMMENTS: Please indicate below the action taken by your office.											
* *	*	* *	* * * *	* * *	* * *	*	(signature) * * * * * *	* * * *			
							DATE				
The abo	ove req	uest has	been reviewed a	and action t	taken as indica	ted be	low:				
	A	ACCEPTI	EDLo	cation(s) to	which extend:						
	F	REJECTE	EDRe	eason for R	ejection:						
	(	COMMEN	ITS:								
lumber	of add	ítional co	pies required.								
					-						
						(signatura)					

Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor Employment and Training Administration



	Q.M.B. Approval No. 1205-0134, Expires 08/31/2009
Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)     Numbre y Direction del Empleador (Número, calle, ciudad, código postal y teléfono)     Keith Uhl	Industry Code / Código de Industria Job Order #/No. Orden de Empleo
414 Rosecliff Farm Road	Occupational Title and Code Titule Occupacional y Codigo farinworker, fruit 11 403.687-010
Amberst, VA 24521	Clearance Order Issue Date / Fecha de Tramite; 5/19/0
2. Location and Direction to Work Sile / Direction del lugar de trabajo Take the US-29 N ramp. Merge onto US-29 BR N. Turn LEFT onto SUNSET DR. Turn LEFT to stay on SUNSET DR. Keep RIGHT at the fork to continue on SUNSET DR. Turn RIGHT onto ROSECLIFF FMS RD. End at 414 Rosecliff Farms Rd Amherst  (see ettachment/para más detalles vea 1) 3. Location and Description of Housing / Direction y Descripción de la Vivienda 130 Aubrey's Lane, Amherst, VA 24521	Job Order Expiration Date / Fecha de expiración:  6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde. 6/28/0% / Hasta 12/1c/2008  7. No. of Worker's Requested / No. de Trabajadores Pedidos  5  8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 4 0
Take the US-29 N ramp. Merge onto US-29 BR N. Turn RIGHT ont AUBREYS IN. Turn LEFT to stay on AUBREYS IN. End at 130 Aubreys In Amherst.	Sunday / Domingo         0         Wednesday / Miercoles         7           Monday / Lunes         7         Thursday / Jueves         7           Tuesday / Martes         7         Friday / Viernes         7
(see attachment / para más dotalies vea 1 )	Saturday / Sahado 5  9. Collect Calis Accepted/Se Aceptan Liamadas a Cobran: Employer / El Empleador Yes 🔀 No 🖂 Local Office/Officina Local Yes 🗋 No 🔯
4. Board Arrangements / Arregio de Mojamiento Housing is provided at no cost to workers who are not real place of residence. See attachment 1 for expanded expland  5. Referral instructions / instructiones para el Referimiento de Candidatos All local and intrastate (in state) applicants and interstate (ou the order holding office in order to ascertain current employment enable proper arrangements to be made. See attachment 1 for expand  10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be pick apples, pears and peaches from trees. When necessary, pick in length and weighing 35 to 50 pounds. Workers may be required to harvest fruit, however other duties may be offered including pruning, cutting shoots and suckers, operation and maintenance of clearing fence rows and farm buildings.	(see attachment/para mas detailes vea 1)  t of state) applicancs are to contact , crop or housing information and to inded explanation.  (see attachment/para mas detailes vea 1) included inside this box  from wooden ladders ranging from 14ft to 22 ft to pick up dropped fruit. Primary duty will be picking roots, rocks and other debris, mulching,
10 a Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be Recoger las manazanas, las peras y los melecotones de los arboles. Code madera que miden entre 14 y 22 pies de largo y que pesan entre 35 trabajadores recojan la fruta caida. La funcion princípal sera la cofrecer otros trabajos incluyendo recoger raices, piedras, escombros manejar y dar mantenimiento a los tractores y otro equipo. Limpiar i	y 50 libras. Posiblemente se requiera que los osecha de fruta; sin embargo, se podrían , colocar pajote, podar, cortar, retonos,

(see attachment / para más detalles vea 1

Crap Activities / Cultivas	Hourly Wage	Piece Rate / Unit(s)	ación Sobre Pagos Especiales y De Special Pay (bonus, etc.)	Deductions /	YES	ON	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, ect.)	Deducciónes	Si	NO	Periodo de Pag
awles	\$ 8.85*	\$	N/A	Social	X**		Weekly / Semanal
pears	\$ 8.85*	\$	N/A	Federal Tax Impuestos Federales	X**		2
- oexdes	\$ 8.85*	\$	N/A	State Tax impuestos Estatales	X**		Bl-weekly / cada 2 sem.
	\$ 7.93	\$	N/A	Meals (comidas)		×	
	\$	\$	N/A	Other (specify)/ Otro		Х	Other / Otro
federal or state m which is lower than	inimum wage rate o the AEWR in ef ere is a prevail WR.	e, whichever is highest. fect at the time of app ing hourly rate higher	y the hour at the curren In the event DOL promu lication, this lower AEW than the new AEWR. See	lgates a new AEWR : R becomes the guar: attachment, item 1:	during th antee at 1 for exp:	e recru: the disc anded ex	itment period cretion of the cplanation.
12 Transportation Arrange	nagie / Émagine da Tr	sponodarión Minaca overiain	me employer will reimbure	(58	e attachmen	t / para ma	is detalles vea1
transportation and employment. Subsis receipts). The amo and reasonable simi explanation.  3. Is if the prevailing practic sar Contratistas Aglcolas p lave checked yes, what is the 4. Unemployment Insurance, 5. Workers' compensation in 6. Are tools provided at no 7. List any arrangements we trangements, enter "None") entas hechas a los trabajad 3. List any strike, work slopi	reasonable subsitence will be in unt of the reint lar common carrive to use Farm Labor (eara reclular, supervisa ne FLC wage for each e provided / Seguro prosurance provided / Incharge to the workers hich have been made of indique todo acuerdo ores. (Si no hay ningui page, slowdown, or intege, slowdown, or intege, slowdown, or integer.	istence from the place for accordance with current accordance with current pursument for transportation charger transportation charger transportar, dar vivienda, ò pagactivity?/Si contesto "Si," cual es or Desempleo: demnización por accidente de trail! L'Se le proveen las herramienta with establishment owners or agei o convenio con los propietarios de nacuerdo o convenio, indique "Nii perruption of operation by the emplementation of operation operation of operation of operation of operation operation of operation of operation	rom which the worker cam t rates published in the tion shall be the worker es for the distance invo vise, transport, house, or pay worke arle a los trabajadores en este/esto el salario que le paga al Contratista bajo: s de trabajo a los trabajadores sin tits for the payment of a commission al establecimiento o sus representa	e to work for the Federal Register 's actual cost but lived. See attachmute. (See as strong actual cops actual stipo(s) de cosecha(s)/sea Agricola para cada activition or other benefits for sales ntes con respecto al pago	employer (for work no more ent, Item e attachment ivity(ies)? Es mbrado(s)? dad?  Yes  Yes  Yes Yes  S s made to wo de una comis	to the pers with than the than the than the than the term of term of the term	place of h and without e most economi expanded s detalles vea 1 bre en el area de No [X If you  o [A] there are no such s beneficios por
. Address of Order Holding Radicó la Oferta (incluya n	Office (include Teleph úmero de teléfono)	one number)/Dirección de la Ofici	na donde 28, Name of Local (	Office Representative (incl de la Oficina Local (Incluya	ude direct dia	l telephon elefono)	e number) / Nombre
irginia Employ	ment Comm	ission	- Acres in a	manufacture and the second of	- re-net or treat t		
00 Preston Ave	nue	~~~~~~	Ken Shav	er			
harlottesville, V			434-984-7				
34-984-7640							
tificacion del Empleador. E ployer's Signature & Title/ l	sta orden de trabajo di	escribe los términos y condiciones eador	of the employment being offered by one trabajo y contiene todos los ma	me and contains all the ma atterials, terminus, y condici	aterial terms : iones ofrecido	and conditi os.	ons of the job.
kers, neither the £1A nor tr apted or recruited upon by t	re State agencies are ( the One-Stop Career C	hed basic function of the Employr guarantors of the accuracy or truth tenter constitute a contractual job	nent Service as a no-fee labor exch -fullness of information contained o offer to which the One-Stop Career the el Servicio de Empleo es un inte	in job orders submitted by Center ETA or a State an	employers. N Jenov is in an	or does an	ry job order

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

ETA 790 (Rev. July 2004)

#### Attachment 1 to ETA 790

Item 2. Directions to Work Site

Take the US-29 N ramp. Merge onto US-29 BR N. Turn LEFT onto SUNSET DR. Turn LEFT to stay on SUNSET DR. Keep RIGHT at the fork to continue on SUNSET DR. Turn RIGHT onto ROSECLIFF FMS RD. End at 414 Rosecliff Farms Rd Amherst Item 3. Housing

130 Aubrey's Lane, Amherst, VA 24521

Take the US-29 N ramp. Merge onto US-29 BR N. Turn RIGHT onto AUBREYS LN. Turn LEFT to stay on AUBREYS LN. End at 130 Aubreys Ln Amherst.

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities without regard to sex. In the event that a female worker is hired, separate toilet facilities shall be provided by the employer. No tenancy in such housing is created; employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be deducted from the earnings of the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

#### Item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. After coordinating with the referral, the order holding office will refer applicant directly to the employer. Applicants are to contact Keith Uhl at (434) 946-5727, Monday through Thursday between the hours of 9:00am and 4:00 pm and on Fridays from 9:00 am until 11:00 am. Employer will interview the person for:

- 1. Availability of entire season
- 2. Have transportation to job site
- Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

Workers hired pursuant to the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Referrals should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Applicants referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Employer's agent should be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

Order Holding office: Virginia Employment Commission 400 Preston Avenue Charlottesville, VA 22902 434-984-7640

#### item 8. Anticipated Hours of Work

Worker will report to work at the designated time and place as directed by the Employer each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

#### 10. Job Specifications

Jobs offered are work on a fruit farm handling both manual and machine tasks associated with commodity productions and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Must be able to safely maneuver ladders up to 22 feet in length on steep and uneven terrain. Workers must be willing to pick up "dropped fruit from the ground as needed and directed.

Other tasks include hand thinning apples, cutting shoots and suckers, raking cutting and debris, pulling or cutting thorny plants, weeds and vines from around trees. Some weeds may be noxious. Hand placement of rodent baits around trees. Employer expects workers to work with or without supervision at such tasks.

When apple, pear and peach picking is not available, other general tasks related to fruit orchard operations will be offered, including picking roots, rocks and other debris, mulching trees, inserting/removing tree spreaders, cutting shoots and suckers, cleaning and clearing fence rows and farm buildings, operation and maintenance of tractors and other equipment.

Farm Equipment Operation During Field Operations: Work will also include heavy mechanized orchard work using power equipment during field operations as an incidental activity in the production of crops. By way of example and not limitation power equipment may include tractors, sprayer, chainsaws and weed eaters. Workers will be expected to be able to operate agricultural equipment with or without direction. Workers must be able to perform all duties of entry level workers as well as perform additional mechanized activities with accuracy and efficiency. Farm equipment operation incidental to production and harvesting will be paid at the AEWR of \$9.02 per hour. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 10 degrees to 100 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, fences, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of farmworker, fruit II, DOT code 403.687-010. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

#### 11. Wage Rates/Pay Information

Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$25.85 per. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

- A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing.
- B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Employer's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.
- C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

- D. The payroll period shall be weekly. Workers will be paid weekly.
- E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$8.85 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.
- F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

#### 12. Transportation

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employers shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation to the next job.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.52 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identify and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

#### Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned Employer's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of

employment; employees must notify the assigned Employer and secure permission for necessary absences, g) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records. i) fails or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. This employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

- B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.
- C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage is attached. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination
- D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.
- E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G Training: There will be a three day training period starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven hours will be considered one day.
- H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- K. The employer as a part of positive recruitment as per 20 CFR 655.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers

#### Attachment 1 to ETA 790

need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

- L. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.
- M. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.
- N. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

\*Use of the masculine pronoun herein is for convenience of reference only.

#### **WORK RULES**

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

- Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
- Use or possession of alcoholic beverages or illegal drugs is prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be <u>CAUSE FOR IMMEDIATE TERMINATION</u>.
- 3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30 day period. Violation will be <u>CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>. Workers must report at assigned time and place each workday as directed by the grower or supervisor. <u>WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS</u>. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
- 4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
- Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
- Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. <u>VIOLATION WILL BE CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>.
- 7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
- 8. Workers may not take unauthorized breaks from work.

- Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
- Workers may not enter employer's premises without authorization.
- Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
- Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
- 13. Workers may not deliberately restrict production.
- 14. Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon <u>WILL BE SUBJECT TO</u> <u>IMMEDIATE DISCHARGE.</u>
- 15. <u>WORKERS WILL BE DISCHARGED</u> for fighting on the employer's premises, including housing premises, at any time.
- 16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
- 17. WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.
- 18. Workers may not falsify identification, personnel, medical, production or other work-related records. <u>VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE</u>.
- Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
  - VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.
- 20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
- Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. <u>VIOLATORS WILL BE SUBJECT TO DISCHARGE</u> <u>IMMEDIATELY</u>
- 22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) as soon as is reasonably possible. <u>UNSAFE</u> WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.
- 23. Workers must follow supervisor's instructions.

#### Attachment 1 to ETA 790

- 24. Workers may not commit acts of insubordination failure to regard authority.
- 25. After the training period, workers are expected to posses the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
- 26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
- 27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

### EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize The Labor Company (TLC), to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf, provided however, that my said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

Final Date (Control of the Control o

The Labor Company (TLC), does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification. Application. TLC is neither the employer on a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that TLC has been specifically authorized to make hiring commitments on behalf of the employer.

The Labor Company (TLC)

Manual
Agent Signature

r

#### Certify Number of Workers

We expect the total number of workers we will use in the occupation of this/these crop activities to be 5 of which 5 will be H-2A workers for which certification is requested and the balance, if any, will be US workers. These numbers are estimates only as total workforce needs are dependent upon weather, crop conditions and worker availability.

Keck Ud Employer Signature

#### 20 CFR 655.106 (F)

#### FIFTY-PERCENT RULE

Keith Uhl requests an exemption from the fifty-percent rule under 655.103 (e). Keith Uhl did not, during any calendar quarter during the preceding, calendar year, use more than 500 "man days" of agricultural labor, as defined in section 3 (u) of the Fair Labor Standards Act of 1983 (29 USC 203 (u)). Is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members. Has not otherwise "associated" with other employers who are applying for H-2A workers under this subpart.

Kuh Uhl 3/28/08
Employer Signature Date

#### Application for Conditional Entry

I, Keith Uhl as the employer, agree to abide by regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in N/A but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Keith Uhl, certify that 30 days prior to occupancy, my housing will meet standards to the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

expect my housing to be occupied by 6/28/08.

X Hell Uhl
Employer Signature

E.S. Representative

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# STATE AGENCY: VIRGINIA EMPLOYMENT COMMISSION SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

## 1. Order Number: 102796

- 2. Name of Employer: Keith Uhl
- 3. Location of Employer and Directions:

414 Rosecliff Farm Road Amherst, VA 24521

- 4. Period of Employment: From 6/28/088 to 12/10/08
- 5. Work Schedule: Hours per day: 7 Days per Week: 6
- 6. Crop and Pay:

Hourly Unit of Piece Hourly
Crop: Wage: Production Rate Wage
Planting: \$8.85 or 2008 AEWR
Soil Prep: \$8.85 or 2008 AEWR
Cultivate: \$8.85 or 2008 AEWR
Harvest: \$8.85 or 2008 AEWR

Bonus: n/a

#### 7. Work tasks to be performed:

Regular: Pick apples, pears and peaches from trees. When necessary, pick from wooden ladders ranging from 14ft to 22 ft in length and weighing 35 to 50 pounds. Workers may be required to pick up dropped fruit. Primary duty will be to harvest fruit, however other duties may be offered including picking roots, rocks and other debris, mulching, pruning, cutting shoots and suckers, operation and maintenance of tractors and other equipment, cleaning and clearing fence rows and farm buildings.

Alternate tasks and pay during first week in case crop delay (see item 12): N/A

- 8. Transportation provided: Yes
- 9. Housing can accommodate 5 people Individual 5 Family 0

# AGENCIA ESTATAL: COMISION DEL EMPLEO DE VIRGINIA SUMARIO DE LAS CONDICIONES DE EMPLIO QUE SON ESPECIFICADAS IN LA ORDEN DE TRABAJO

- 1. Numero de la Orden: 102796
- Nombre del Empleador: Keith Uhl
   Lugar y Direccion del Empleador

414 Rosecliff Farm Road Amherst, VA 24521

- 4. Perodo de Empleo: del 6/28/08 al 12/10/2008
- Horario del Trabajo:
   Horas por dia: 7
   Numero de dias por Semana: 6
- 6. Cosecha y Pago:

Sueldo Pago Anticipado
Por Unidad del por del Sualdo
Cosecha: Hora Produccion Unidad Wage
Planting: \$8.85 or 2008 AEWR

Soil Prep: \$8.85 or 2008 AEWR Cultivate: \$8.85 or 2008 AEWR Harvest: \$8.85 or 2008 AEWR Pago Adicional: n/a

#### 7. Labores a desampenar en al trabajo:

Normales: Recoger las manzanas, las peras y los melocotones de los arboles. Cuando sea necesario, recoger usando escaleras de madera que miden entre 14 y 22 pies de largo y que pesan entre 35 y 50 líbras. Posiblemente se requiera que los trabajadores recojan la fruta caida. La función principal sera la cosecha de fruta; sin embargo, se podrían ofrecer otros trabajos incluyendo recoger raices, piedras, escombros, colocar pajote, podar, cortar, retonos, manejar y dar mantenimiento a los tractores y otro equipo. Limpiar las hileras de cercas de la granja.

Labores alternativas y pago la primera semana en caso de demora en la cosach (vease punso numero 12): N/A

- 8 Transportacion proveida: Yes
- 9. Vivendas disponiblas para 5 personas: Individuos 5 Familias 0

10. Meals provided: NO If yes, cost per day: N/A

Workers must do their own cooking: YES

11. Deductions:

Ď,

Amount Type: Yes, as required Social Security Yes, as required Income Tax Meals No Transportation No No Tools No Crewleader Charges 12. Notes to Worker:

A copy of the full job order is available for inspection in this office. The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by:

In order for you to be eligible for this guarantee, you must contact the Job Service Office at:

VIRGINIA EMPLEMENTA DE LA COLLADANIA 2211 HYDRAULIC RD. - P. U. 80X 7466 CHARLOTTESVILLE, VA 22906 434-984-7630 FAX 434-295-4234

During the period of: 6/18/08-6/23/08

Any Job Service Office will assist you in doing this.

10. Comidas Proveidas: NO

Si son proveidas, el costo por dia: N/A

Los trabajadores tienen que cocinar sus comidas: SI

11. Deduccionas:

Amount Type Yes, cuando requierdo Seguro Social Yes, cuando requierdo Impoestos Sobre Ingrasos Comidas No Transportacion No Herramiantas y Maquinsrias No Cargas de Crewleader

12. Notas para el trabajador:

Una copia de la orden de trabajo completa esta disponible para la inspeccion en esta oficina. El patron ha garantizado sus primeros salarios de los semana a menos que el notifique el servicio del trabajo de una fecha que comienza mas ultima cera: 6 /17/08 Para usted para ser elegible para este guarantee, usted debe pongase en contacto con la Oficina de Servicio de VISIO :

Trabajo en:

Durante el periodo del:

6/18/08 - 6/23/08

2211 HYDRALLS EXT. (1) 157 (410)

Cualquier Oficina de Servicio de Trabajo le asistira en hacer esto.

#### VIRGINIA EMPLOYMENT COMMISSION

Community Services for Amherst County, Virginia

#### Amherst County Health Department

224 Second Street P. O. Box 250 Amherst, VA 24521 434-946-9408 FAX: 434-946-9409

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

El departmento de salud de Amherst County suministra ayuda a los padres, ninos, y a las mujeres en estado con problemas de salud. Los medicos tambien ayudan a las personas con enfermedades venerales, y a los que padecen de tuberculosis. El department tambien inspecciona a las residencies habitadas por trabajadores migratorios para asegurar que dichas residencies sean mantenidas de acuerdo con la ley.

#### Lynchburg General Hospital

1901 Tate Springs Road Lynchburg, Va 24501 (434) 947-3000

The doctors provide emergency and non-emergency medical services

Los medicos proven varios servicios rutinarios y de emergencia.

#### Amherst County Department of Social Services

224 Second St. P. O. Box 414 Amherst, VA 24521-0414 (434) 946-9330 (434) 946-9319 (FAX)

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp programs.

Por información acerca de otras agencies que tienen ayuda y asistencia por las personas quo no viven aqui. Tambien, estos officials tienen información y regulacións acerca de estampas comida.

#### **Amherst County Public Schools**

153 Washington Street Amherst, VA 24521 946-9341 or 946-9342

The school system is responsible for educational programs for migrant school age children.

La junta escolar tiene la responsabilidad de educar a los ninos de edad escolar de padres migratorios.

#### Virginia Farmworkers Legal Assistance Project

1000 Preston Avenue, Suite B

Charlottesville

State: VA

Zip: 22903

Web Address www.cvlas.org

Phone: 434-296-8851

Fax: 434-296-5731

Email: jill@cvlas.org

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services organization providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmwork is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems -- including unpaid wages, pesticide exposure, and on-the-job accidents. The workers' legal issues are compounded by the cultural, geographic, and linguistic barriers they face.

La misión y las Metas: Los Peones de Virginia Proyecto Legal de Ayuda es un federalmente-financió la organización legal de servicios que proporciona la educación legal de ayuda y comunidad a peones migratorios a través de la República de Virginia. Farmwork es el segundo la mayoría de las ocupaciones peligrosas en este país. Más de 42.000 peones trabajan en Virginia, y encaran numerosos problemas -- inclusive sueldos impagados, la exposición de pesticida, y los accidentes en el trabajo. Los asuntos legales de trabajadores son compuestos por las barreras culturales, geográficas y lingüísticas que ellos encaran.